GENERAL TERMS AND CONDITIONS (T&C)

1　General Terms

1.1　Applicability of Terms

1.1.1　These General Terms and Conditions (T&C) shall be applicable for the formation and implementation of contracts between customers (referred to as "customer") and Sirius Technologies AG (referred to as "Sirius") for the creation, provisioning, installation and maintenance of hard- and software as well as other IT services.

1.1.2　The T&C are an integral part of all offers and contracts between the customer and Sirius. Any deviation, changes or additions of the T&C and contracts are only valid if done in writing.

1.1.3　Changes and additions to these T&C will become integral part of existing contracts if the customer does not contradict the updated T&C within 30 days after notice of the changes.

1.2　Prices and Payment

1.2.1　If not agreed otherwise, all prices in all quotes and contracts between the customer and Sirius are to be assumed in Swiss currency and exclusive of VAT.

1.2.2　Invoices from Sirius are to be paid at latest on the due date printed on the invoice without any deductions.

1.2.3　Failure to pay invoices up to the due date is automatically considered as late payment. In this case Sirius is entitled to a late interest of 6%, and compensation for all reminder, collection and legal costs as well as further incurred damages.

1.2.4　Until full payment of the purchase price, ownership of products remain with Sirius, and these cannot be bonded or used as securities.

1.2.5　The customer may not set own claims off Sirius' claims, except when approved in writing by Sirius or when effectively acknowledged by a court.

2　Creation / Provisioning of Hardware and Software

2.1　Conclusion of a Contract

2.1.1　Unless mentioned otherwise, quotes are binding for Sirius for the duration of 30 days after issuance.

2.1.2　The contract is concluded by acceptance of the quote in writing, or by singing a separate contract. Orders which have not been explicitly offered are invoiced according to the current Sirius price list.

2.1.3　Any additional costs which occur due to changes to the order or contract after its conclusion will be invoiced to the customer according to the current Sirius price list.

2.1.4　If a work order is cancelled by the customer, the effective time on which Sirius has worked on the order is invoiced regardless of the current state of the order.

2.2　Delivery

2.2.1　Any deadlines, especially delivery dates, are only binding for Sirius if they have been confirmed as binding in writing.

2.2.2 Business disruptions, late delivery and especially non-delivery by contractual partners of Sirius due to force majeure, strike or other impediments give Sirius the right, under exclusion of indemnification claims by the customer, for a delayed delivery and/or cancellation of the delivery commitment.

2.2.3 Shipment of goods by Sirius is done at the customer's risk and expense. Damaged shipments must be immediately reported to the shipping company upon receipt of the goods.

2.2.4 Unless agreed upon differently, any order changes implicitly lead to invalidation of previously agreed deadlines.

2.2.5 In the case of objections regarding a shipment, Sirius must be notified in writing within 5 days after delivery. The shipment is deemed to be approved after this deadline.

2.3 Examination and Notice of Non-Conformity

2.3.1 The customer is liable for promptly checking received software and software components for errors and to immediately report any observable errors to Sirius.

2.3.2 Sirius has the right to entrust third parties with the fulfillment of services. Sirius may also make partial deliveries of goods and services.

2.3.3 Individual software is deemed to be accepted at latest when the customer has not made any objections within 30 days after installation or delivery of the software or software components by Sirius.

3 Hosting Services

3.1 Subscription Start and Termination

3.1.1 Subscriptions starts at the date set by the customer.

3.1.2 The subscription order must have been received by Sirius at latest 10 days before the subscription start date. Sirius cannot become liable for missed initializations.

3.1.3 The minimal subscription duration is one year. After this, the subscription may be terminated by any one end of the following month.

3.1.4 Unless terminated by one of the parties, the contract term is automatically extended.

3.2 Invoicing

3.2.1 All subscriptions are first invoiced to the end of the current calendar year, and yearly in afterwards.

3.2.2 If the amount if not paid in full by the invoice due date, services may be suspended until full payment. Sirius can charge the customer for any expenses related to the suspension according to the current price list. The customer is not entitled to any compensation for the duration of the suspension.

3.3 System Availability

3.3.1 If services are unavailable without customer-related causes and Sirius was informed by the customer, the subscription fees are reduced by $1/30^{th}$ of the monthly fee for every 24h of consecutive service interruption. The reduction will be taken into account on the next invoice schedule.

3.3.2 Service interruptions shorter than mentioned above do not entitle the customer for any compensation.

3.4 Responsibilities and Risks

3.4.1 Sirius does not take responsibility for any damages caused by service interruptions. Sirius will especially not be liable for any lost income or indirect damages.

3.4.2   The customer is responsible for the content of messages, web-server, news-server etc., which is transferred or processed by Sirius.

3.4.3   Sirius assumes no liability for any damages caused by malicious code (computer virus, worms, etc.).

4   Warranty of Merchantability, Liability

4.1   Warranties

4.1.1   Sirius is fully discharged from liability if the defect or fault is related to circumstances beyond Sirius' control.

4.1.2   Sirius guarantees for the duration of the software rent respectively 60 days after license purchase that the unmodified software, running on the computer and system dedicated to the software, essentially performs as described by the software description created by Sirius.

4.1.3   If the customer notifies Sirius in writing within the term defined above, then Sirius may resolve the defect by delivering a software update, showing the customer a workable workaround to avoid the problem, or by refunding already paid license costs.

4.1.4   In general it is currently not possible to guarantee a complete correctness of software. The fitness of software created by Sirius is also depending on a multitude of factors which are out of Sirius' control (hardware and other software of the customer, operation, data transmission, power outages, updates, patches, interventions of the customer or third parties, etc.).

4.1.5   Furthermore, Sirius cannot warrant that hardware/software work permanently without interruption and free of errors in all the of the customers configurations, or that fixes prevent any other defects from occurring.

4.1.6   For licensed third-party material delivered by Sirius, only the warranties made by the third party (licensor) are passed on the customer. Any further warranties are waived by Sirius. This includes responsibility for availability, contents, quality and software compatibility with third party software.

4.1.7   In general, Sirius delivers software "as is". Sirius and its affiliates waive any explicit or implicit warranties regarding the software, including any warranties for the average quality and the normal usage, non-infringement and/or fitness for a particular purpose. The customer assumes the full risks associated with the use of the software and services.

4.2   Liability

4.2.1   Sirius is only liable for damages suffered by the customer when Sirius acted deliberately or grossly negligent. The liability for direct damages suffered by usage of a service is limited to half of the agreed (periodic) price of the service which caused the damage.

4.2.2   Sirius waives all liability for indirect damages and consequential damages, such as loss of income, additional expenses, personnel costs, missed savings, demands of third parties, data loss, etc.

4.2.3   The warranty is void when the customer does not comply with the examination and notice of non-conformity as described above.

4.2.4   If the customer or a third party makes modifications to delivered software and/or hardware, the warranty is void, unless the customer proves that the defect is not related to the changes made.

5   Final Clauses

5.1   Confidentiality

5.1.1   The contractual parties treat all information as confidential as long as the information is not obvious or generally available.

5.1.2   When in doubt, information is to be treated as confidential, and agree to a mutual consultation obligation.

5.1.3   This obligation to confidentiality is in force already before conclusion of a contract and after a contract ends.

5.2   Assignment, Transfer and Pledging

5.2.1   Rights and duties from the contractual relationship as well as the contract itself may not be assigned, transferred or pledged in whole or in part to third parties without prior written consent of the contractual partner.

5.3   Severability Clause

5.3.1   If some clauses or parts of this contract are deemed void by law, the rest of the contract is not affected. In such an event, the contractual partners agree to adjust the contract in such a way that the initial meaning of the void part is implemented as closely as possible.

5.4   Applicable Law

5.4.1   Applicable law is the law of Switzerland.

5.4.2   Unless explicitly defined otherwise, the regulations of Art. 394 to 406 OR apply. Place of jurisdiction is Bern (Switzerland).

This is a translation of the German Allgemeine Geschäftsbedingungen (AGB) document. The terms as written in the German AGB are legally authoritative.

Roches, January 2015